The Solicitors' Journal

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CURRENT TOPICS

Legal Loquacity

AN article under the above caption in the *Nottingham Guardian* of 8th February observes that The Lord Chief Justice and The Master of the Rolls have reproved lawyers for using too much paper. Those warnings, as we recollect the matter, are not recent, and there has since been a marked diminution in the quantity of paper used. They have been reinforced by a recent Practice Direction (see p. 107). Few solicitors are now unaware of the consequences that may ensue if typing is double-spaced, or is on one side of the paper only. The article says, however, that "it must be, of course, very difficult for lawyers to contain their verbosity in writing, for they are trained to spin out the simplest statements so that nothing essential shall be omitted." If nothing essential is omitted, and the statement is simple, it is not easy to see how it can be "spun out." One of our greatest lawyers, LORD BACON, in his "Advancement of Learning," II, 20, 8, gave his approval to the short and succinct sentence, and he was far from being the only lawyer who carried this out in practice. Indeed, in a case in the time of Lord Bacon (*Milward* v. *Welden, Tothill*, 101) a plaintiff was fined £10 for putting in a long replication, and was, in addition, sent to prison. It was further ordered that a hole be made through the replication and that the culprit should go from bar to bar with it hung round his neck. There was a time, too, as the writer of the article remarked, when the measure of a lawyer's fee was the length of the document which he drafted, and many of the circumlocutions of ancient, if not of modern, draftsmanship, may be traced to this source. To connect this, however, with the alleged loquacity of lawyers is to stretch matters too far. On the other hand, it must be admitted that not all advocates attain an ideal of conciseness. One recalls LORD ELLENBOROUGH'S retort to a barrister who asked if it was the pleasure of the court that he should proceed. "Pleasure," said his lordship, "has been out of the question for a long time, but you may proceed."

Post-war Aid

THE efforts of The Law Society to protect the interests of solicitors and articled clerks serving in His Majesty's forces deserve to be better known. One of the essential pre-requisites of their success is that every serving soldier, sailor and airman concerned should thoroughly understand what is being done, and to this end The Law Society is sending a circular letter to all solicitors and articled clerks known to be serving, containing the fullest information on these matters. The letter is published in full in the January issue of *The Law Society's Gazette*. It refers to the recent White Paper on the Government scheme for partial demobilisation during the interim period between the end of the war with Germany and the end of the war with Japan (Cmd. 6548), and points out that no special provision for any profession or, indeed, for its students is to be found in the White Paper, but that individual solicitors, who are not highly placed on the list of priorities for demobilisation and who are urgently needed in their practices to avoid a breakdown, should apply under the existing release procedure, which, the Council understands, is to continue during the interim period. The main consideration on such an application is the national interest, and personal hardship is immaterial. The letter also refers to the arrangements for refresher courses in law, concessions to articled clerks on account of national service, facilities for the Society's examinations to be held overseas and financial assistance from the Government for the purposes of further education or qualification. Persons discharged from the forces and in need of help are advised to apply to the Appointments Department of the Ministry of Labour and National Service, Sardinia Street, London, W.C.2.

Employment of Demobilised Solicitors

ON the all-important question of the finding of work for serving solicitors on their demobilisation from the forces, the letter points out that the Reinstatement in Civil Employment Act, 1944, gives men returning from the forces to civil life the right to apply to their former employers for reinstatement in their pre-war jobs. The Council of The Law Society appreciate that many will not want or not be able to return to their former employment and therefore a register is being compiled to contain, on the one hand, information as to vacancies for (*a*) professional partnerships; (*b*) managing clerkships; and (*c*) appointments in commercial concerns where legal qualifications are required, and, on the other hand, information about those who may desire to take such positions. The register is aimed at putting ex-service solicitors and articled clerks in touch with prospective partners or employers. A registration form is enclosed with the letter. One feature of the scheme is the decentralisation of the register through the provincial Law Societies, each of which has been asked to appoint a solicitor to act as "next friend," available to advise those seeking posts in their locality. Another letter is to be sent to solicitors who are still in practice, inviting them to notify the Secretary of The Law Society if they are, or are likely to be, when demobilisation starts, in need of partners or qualified managing clerks. It is also stated that the Society has approached Government and local government offices and trade and other associations, in order to obtain, for addition to the register, particulars of vacancies which they may have for solicitors after the war.

Control of Capital Issues

THE Chancellor of the Exchequer announced in the House of Commons on 20th February, in reply to a question by Mr. KENDALL, that he would circulate a statement in the Official Report on the Government's policy with regard to the control of capital issues. The statement sets out that it has been a deliberate part of the country's financial policy that demands on the capital market should, by means of the capital issues control, be confined to Government issues and to other borrowing essential in the national interest. The necessity for such a policy clearly continues, the statement proceeds, and it is not proposed to make any changes in the control at present. As a corollary it has also been the policy that, in the case of essential non-Government issues, the necessary funds should be raised not by public offers, but by placing the issues with investment institutions, and it is not proposed to change that policy. It would normally be the practice of such institutions to retain the greater part of the investments so taken up; but it will in future be made a definite condition of such placings that the institutions concerned should agree not to sell any stock, or to apply for permission to deal, for six months, and that if, after those six months, permission to deal is desired, approval to apply for such permission must be obtained through the Capital Issues Committee before application is made to a Stock Exchange for leave to deal. The Stock Exchange had agreed not to consider applications for permission to deal in any securities without specific Treasury approval. Later, the institutions concerned in transactions in unquoted securities were asked to ensure that any such transactions in which they wished to participate had received Treasury approval. As regards these dealings, Treasury approval would continue to be given, as at present, where a transaction accords with Government policy, or where it is justified by special circumstances such as the payment of death duties. The transition from war to peace, the Chancellor announced, would later necessitate modifications of present policy and procedure. The Chancellor also announced that as soon as the necessary accommodation can be arranged the staff of the Capital Issues Committee will return to London.

Future of Local Government

POINTS arising out of the recent White Paper on Local Government were dealt with by the Minister of Health, Mr. WILLINK, speaking on 25th January at a special conference of the Association of Municipal Corporations. He said that in its own interests the local government world would wish its organisation and structure to be appropriate to its functions. This did not mean that wherever its function was necessarily to be planned as part of a larger whole there must be some superior authority, e.g., an elective regional authority. Even the executive joint board was a device which required to be used with circumspection. But there seemed to be solid grounds for thinking that two steps were most desirable: (i) that the process of procedure by Bill and by County Review should be brought into relation with one another; (ii) that it would be wise to bring into existence a body, a local government boundary commission, which, subject to proper opportunity for Parliamentary review, would be executive over the whole field of adjustment of the boundaries. On p. 16 of the White Paper it was stated that, apart from questions of county borough status, it was not contemplated that the council of a non-county borough or urban or rural district should be empowered as of right to call upon the commission to hold an inquiry. Fears had been expressed that this meant that the boundaries of an urban or rural district might be altered without a local inquiry. The intention was, however, that during the countrywide survey undertaken by the commission—which might, perhaps, take about four years—it should not be obligatory to order an inquiry whenever a non-county borough or urban or rural district desired an adjustment of its area. But there would be no abolition of any authority or substantial alteration of boundaries, except by agreement, without full opportunity being given by a local inquiry for those interested to put their case. The Minister concluded by expressing his belief that in the course of the twelve months just ahead a new epoch of greater services and greater achievement was beginning.

Cambridge House

THE name of Cambridge House (Trinity Hall) Free Legal Advice Centre is well known for the magnificent work it contributes to the cause of legal aid for the poor. In 1943, according to a third special annual report just issued by the centre, its work includes 4,367 new cases, 6,714 interviews, 4,560 letters written, 678 attendances by telephone, totalling in all 11,952 cases. There were slightly fewer new cases, but the total amount of work done was slightly greater. The amount of money recovered for applicants, excluding weekly sums, was about the same as in 1942, namely, £5,065. In two of the largest cases £400 and £250 were recovered, and the necessity for legal assistance is shown by the fact that in each of these cases £25 was originally offered in full settlement. The report states that the financial benefits obtained for applicants represent only a small part of the work. The two largest categories of problems are matrimonial and landlord and tenant disputes in which money is seldom recovered. A historical and comparative study of legal aid with proposals for its extension in England, prepared under the auspices of the centre, is to be published in a few months' time by Messrs. Kegan Paul in the International Library of Sociology and Social Reconstruction. Persons who would like to be notified when publication takes place should send their names to the Secretary of Cambridge House. The book is being prepared by a member of the centre, and another member is writing a chapter on legal aid for a book on the voluntary social services, which is being prepared by the Nuffield Survey. The report emphasises that a free professional service to 7,000 people a year cannot be carried on without considerable expenditure; in fact, it will cost next year about £850. It claims that legal aid should be financed (though not controlled) by the State; and asks for contributions to the support of the centre to be sent to the Hon. Treasurer, Cambridge House, 131, Camberwell Road, London, S.E.5 (legal advice account).

The Surveyors and the Requisitioned Land and War Works Bill

IN a memorandum, published in February by the Council of the Chartered Surveyors' Institution, on the Requisitioned Land and War Works Bill, the primary object of the Bill is not criticised, but the Council comment on "the sweeping powers which the Bill proposes to confer upon a whole series of Ministers," and "its complete indifference to town and country planning considerations." With regard to the War Works Commission, the memorandum suggests improvements as to its composition and an extension of its powers so as to include the hearing of objections to acquisition proposals. It is pointed out that objections to the acquisition of land forming part of industrial premises can be disregarded under the Bill, without reference to the War Works Commission, if the Board of Trade certify that those premises, so far as buildings and structures are concerned, owe their existence to Government war work, and that it is expedient to establish forthwith the right of the Crown to dispose of them. This power, it is stated, should be removed absolutely from the Bill. With regard to the notification of proposals for acquisition, it states that there can be no reason or excuse for not giving individual notices by post to the interests concerned. Three months, not one month, should be allowed for objections to an acquisition proposal. The presumption of urgency as a justification for so short a period is, it is said, wholly unwarranted. With regard to commons, open spaces, footpaths and highways, the Council state that it is in entire sympathy with the views expressed by the Council for the Preservation of Rural England, the Commons, Open Spaces and Footpaths Preservation Society and others on this aspect of the Bill. The memorandum also enumerates

a number of suggested improvements with regard to compensation rents. It is also stated that where part of a building in one ownership has been requisitioned and converted or adapted to Government war work, the Bill would enable a Minister to purchase and re-sell that part to a third person. In this class of case the memorandum suggests that the original owner should be given a specific right of pre-emption at a fair price in respect of that part. The Council also recommend that any question of disputed compensation should be referred to arbitration as provided in the Acquisition of Land (Assessment of Compensation) Act, 1919. The memorandum shows insight into the real problems raised by the Bill, and its recommendations and criticisms should certainly not go unheeded.

Agency Allowances to Treasury Solicitors

THE agency allowances of the Treasury Solicitor have been reduced to 33⅓ in all classes of work in respect of which instructions are received on or after 1st January, 1945, except for business in connection with inquests. In respect of inquests, the pre-existing practice of not seeking an agency allowance is to continue. The change in the practice has been conceded, according to the January issue of *The Law Society's Gazette* as a result of a recent deputation representing the Council of The Law Society and the Associated Provincial Law Societies to the Treasury Solicitor. The Treasury Solicitor, the *Gazette* states, has in the past instructed local solicitors to act as agents in some classes of work on the basis of their making an agency allowance of 50 per cent. The new practice is in accordance with what is so usual as to be almost a customary arrangement, in the view of the Council, of making a 33⅓ per cent. rather than a 50 per cent. allowance of agency by a country client to a London principal.

The Manchester and Salford Poor Man's Lawyer Association.

THE annual report of the Manchester and Salford Poor Man's Lawyer Association for the year ending on 31st March, 1944, which has just been issued, shows that a bigger proportion of cases have been referred to solicitors than previously, namely, 560 as against 510 for last year. As might be expected, the percentage of cases involving matrimonial and family troubles has risen, from 34·8 to 40 per cent.; other matters show no significant change. The past year is the first complete year during which the Association have helped in administering the national scheme for free legal aid for H.M. Forces. The Manchester Law Society asked the Association to be responsible for assigning cases to those solicitors who have undertaken to accept cases under the scheme. During the past year 145 cases have been referred to solicitors through the Association's central office under this scheme. By far the greater number (nearly half) were matrimonial cases in the magistrates' courts, the remainder being mainly landlord and tenant problems, claims under hire-purchase agreements and for debts, disputes arising under wills or on intestacies, and small claims for damages. The report also notes that one of the Association's joint honorary secretaries, Mr. FELIX E. CROWDER, is serving on the Departmental Committee on Legal Aid. The Association submitted a written memorandum of evidence to the Inter-departmental Committee appointed by the Minister of Health to review the working of the Rent Acts. The Association's evidence was limited to pressing for a simplification of the law. The committee express their sincere thanks to all those who help with the work and feel that special mention should be made of the solicitors who undertake cases at the Manchester City justices courts.

The Catering Industry: Rehabilitation

THE restoration of the catering industry after the war, it is now generally recognised, is an essential step towards the economic rehabilitation of the country generally. The Catering Commission has made a report to the Ministry of Labour containing a number of recommendations on the short-term aspects of the post-war restoration of the industry, with special reference to the needs of overseas visitors They recommend that the Treasury should issue a direction enabling cost of works payments to be made for hotels and boarding-houses which at present would qualify only for value payments, where it is in the public interest that premises should be restored. They urge that an inter-departmental derequisitioning committee be set up to determine the general order of release which would best serve the public interest; that the departments concerned should make every effort to have adequate staffs to deal expeditiously with dilapidations claims; and that where premises are not derequisitioned within six months after the end of the war in Europe, the rent to be paid for them should be that obtainable in the ordinary market. The report also suggests the setting up of a statutory corporation for the catering, holiday and tourist services, whose functions might include research, publicity, finance, the staggering of holidays and the development of training. The Ministry of Labour has indicated that these recommendations will be borne in mind by the departments when framing their proposals. The Commission will later publish a report on the long-term aspects of the problems involved.

New Draft Building Regulations

THE preliminary draft of a new code of building regulations under the Factories Act, 1937, was recently published by the Ministry of Labour and National Service. Those who have to prepare claims for damages for breach of statutory duty under the Building Regulations, 1926 to 1931, will appreciate the necessity for a revision, having regard to changes in methods of building construction since 1926 and developments in accident experience since that date. A preface to the draft points out that other matters which had to be taken into account were the International Labour Convention and Recommendations of 1937, and the greatly extended scope of the Factories Act, 1937, so as to get rid of the illogical position under which the application of the Act depended on whether mechanical power was temporarily in use, and bring in additional work of various kinds, including demolition. The present draft regulations are put forward as a basis of discussion with the department by persons affected. The scope of the draft includes building work which is incidental to work of engineering construction. It would be impossible to examine in detail here the many other alterations to the code which the draft proposes, but it is good to know that the progress in revising the code, which the war delayed, is now definitely being promoted, with a view to having the revised regulations in force during the coming period of extensive reconstruction. To illustrate the comprehensiveness of the new draft regulations, one need only compare the present reg. 29, relating to ladders, with the new draft reg. 29. The added precautions with regard to the construction, support and fixing of ladders provided in the draft, should, if they become law, do much to reduce the accident rate in the building industry.

Recent Decision

In *Bonham* v. *Zurich General Accident and Liability Insurance Co., Ltd.*, the Court of Appeal (MACKINNON and DU PARCQ, L.JJ., and UTHWATT, J.) on 22nd February (*The Times*, 23rd February), held that where a passenger in a motor car owned and driven by the respondent was killed, and his executor obtained judgment against the car owner for damages in respect of such death under the Law Reform (Miscellaneous Provisions) Act, the passenger was being carried for reward, within the terms of a policy of third party insurance, and therefore the insurance company were exempted from liability The passenger had been carried to his work by the car owner every day for some time past, his place of work being the same as that of the car owner, and he had voluntarily given him the amount he would otherwise have paid in respect of railway fare towards the expenses of the journey. MACKINNON, L.J., delivered a dissenting judgment, holding that carriage for hire or reward imputed carriage for remuneration pursuant to a legally enforceable contract.

INCOME TAX POST-WAR CREDITS

THERE have been a certain number of changes and modifications in the regulations relating to income tax post-war credits since s. 7 of the Finance Act, 1941, was enacted, and a review of the law and practice on the subject may be useful. The statute law has not been altered. Section 7 of the 1941 Act provides for taxpayers to be credited with amounts equal to some of the tax which they have had to pay from 1941–42 onwards. The amounts in question are those which they have had to pay because of the reduction in the exemption limit, the personal allowances and the earned income relief in the 1941 Finance Act. In that Act the earned income relief was reduced from one-sixth to one-tenth ; the single personal allowance from £100 to £80 ; the married personal allowance from £170 to £140 ; and the exemption limit from £120 to £110. In consequence of these reductions the amount of tax payable by each taxpayer has increased. The amount of the post-war credit is the amount of this increase for each year from 1941–42 onwards. The maximum credit is £65 in any one year of assessment.

Section 7 directs that the extra amount of tax which is payable by a taxpayer in consequence of the altered reliefs in the 1941 Finance Act " shall be ascertained and recorded," and that " the amount so ascertained and recorded shall be notified to him as soon as possible and shall be credited to him on such date as may be fixed by the Treasury, being a date so soon as may be after the termination of hostilities in the present war."

The Finance Act, 1941, was passed on 22nd July, 1941, and the declaration of war by the United Kingdom against Japan did not take place until a date in December, 1941. Hence, it might be argued that the phrase " the present war " must mean the European war. In the House of Commons on 9th November last, however, the Chancellor of the Exchequer gave a reply to a question which implied that he interprets the phrase as meaning the end of the war generally. Here is the relevant excerpt :—

> " Sir Joseph Lamb : Does the Chancellor's expression ' after the war ' mean after the war in Europe, or after the war generally ?
>
> Sir John Anderson : That is a matter of law, but I should have thought it referred to the war generally."

Clearly the appropriate time for repaying the income tax credits is when it is possible to restore the income tax allowances to their pre-1941 level, because the whole scheme of credits is related to this factor. If restoration of the pre-1941 allowances were found to be feasible after the end of the war in Europe, then that would be the probable and most convenient time for winding up the credits scheme. The Chancellor's reply did not touch on this aspect of the matter, but it did reveal that the Government have apparently reached no decision on this question of date of release of the credits. There appears to be nothing in s. 7 of the Finance Act, 1941, which would prevent the Government releasing the credits by instalments. This, in fact, seems very probable, because if hundreds of millions of pounds of spending money were released at one time after the war, at a moment when the stock of consumption goods was still low, there might be very serious inflationary consequences. It seems improbable that at the present time the Chancellor will say anything committal about the release of the credits, as he may consider that it is a matter which should be decided by the Government of the day after the war in the light of the financial and economic situation then prevailing.

The Post-War Credit (Income Tax) Regulations, 1942 (No. 1111), contain particulars of the procedure for ascertaining and recording the amounts of post-war credit. The ascertaining and recording is the function of the Inspector of Taxes, and he has to issue a certificate to the taxpayer stating the amount recorded. The inspector can amend the record if he discovers it is incorrect, and he then issues an amended certificate. If the taxpayer thinks that the amount recorded is incorrect, he can give notice of appeal in writing to the inspector within three months of the date of the certificate ; and then in default of agreement with the inspector, there is provision for an appeal to be heard by the General Commissioners. Non-resident taxpayers who are entitled to claim a proportion of allowances under s. 24 of the Finance Act, 1920, are entitled also to post-war credits, and their appeals would be made to the Special Commissioners.

Post-war credits are non-negotiable. Subsection (4) of s. 7 makes void " any assignment of or charge on any amount to be credited under this section, and any agreement for any such assignment or charge."

There is, however, provision for post-war credit to be transmitted from a deceased person as part of his estate, as if it were a debt due from the Crown. Although the taxpayer himself cannot assign or charge his post-war credit, his personal representatives can do so. It is not, however, possible for the representatives of a deceased person to cash the credits ; the cashing of the credits has to await the general release on the date to be fixed by the Treasury after the war. The Chancellor has frequently been pressed in Parliament to allow cashing of the credits in the case of deceased persons, and also old people of limited means. He has, however, always been adamant on the point, and has insisted that there can be no departure from the general principle that everyone must wait until after the war.

Subsection (4) exempts post-war credits from death duties which became payable on any death which occurs before the date which is to be fixed by the Treasury as the date on which the crediting is to take place.

Subsection (2) of s. 7 deals with the division of post-war credits between husband and wife. This division can be made when the husband is assessed in respect of his wife's income, but not where there are separate assessments. (Where the option provided in the Income Tax Acts for claiming separate assessment of husband and wife has been exercised, the wife will get her own post-war credit certificate automatically.) If husband and wife agree upon the division, the Inland Revenue will divide the post-war credit accordingly. An application for this division has to be made, under reg. 6 (2), in writing to the inspector within three months of the date of the certificate, but the Commissioners of Inland Revenue can extend the time. If husband and wife cannot agree, the post-war credit is apportioned between them according to the rules of (i), (ii) and (iii) in s. 7 (2). This apportionment is made by the inspector. When the division has been settled, either by agreement between the spouses or by official computation according to the basis laid down in the statute, the inspector then issues certificates to the husband and wife. Either of them can then appeal to the Commissioners by giving written notice to the inspector within one month of the date of the certificates.

This question of dividing the post-war credits between husband and wife led to a good deal of controversy, because the feminist organisations and women M.P.'s argued that frequently the married woman worker had no knowledge that her husband had received a post-war credit certificate, and that the wife would be ignorant of her title to claim a portion of the credit unless her attention was drawn to the matter and her rights specifically explained to her. As a result of the public agitation on the matter, the Chancellor had to make an alteration in the procedure. The statute has not been altered, but the married woman taxpayer does now receive a notification, and her position is explained to her, so that she can no longer contend that she is left in ignorance of her right to claim a portion of the credit. On 31st October, 1944, the Chancellor replied as follows to a Parliamentary question :—

> " Where the wife has income it is not necessary for her to secure her husband's agreement before claiming a division of the post-war credit. Although the certificate of post-war credit for the year is sent to the husband in the first instance it is open to the wife, if she has income of her

own, to apply to the Inspector of Taxes for the credit to be divided between them. It is then divided in whatever proportion the husband and wife agree upon if they choose to make it a matter of agreement; otherwise it is divided in the manner set out in s. 7 of the Finance Act, 1941, that is to say, in proportion to their respective incomes. A leaflet explaining the wife's right to claim a division of the post-war credit is sent to married women in employment at about the time of issue of the certificates; this leaflet, of which I am sending my hon. friend a copy, explains the procedure to be followed and incorporates a form of application for a division. I would add that where a division of the post-war credit is claimed the wife is sent a separate certificate for her share."

This procedure, whereby the married woman gets an explanatory leaflet, was introduced in 1942–43. The leaflet is issued only to married women *in employment*, and not to all married women having independent income. Under the statute, however, all married women with their own sources of income are entitled to claim an apportionment of the post-war credit.

P.A.Y.E. taxpayers for 1944–45 and succeeding years lost some post-war credit for 1943–44 by reason of the cancellation of a part of the tax payment for the latter year. This cancellation is authorised by s. 3 of the Income Tax (Employments) Act, 1943. It is ten-twelfths of the tax for 1943–44 on manual wage-earners, and seven-twelfths for non-manual employees. By s. 3 (5), when this tax has been discharged, the amount of the taxpayer's post-war credit for 1943–44 is to be computed as if there had been no discharge of tax, and then the amount of tax discharged is deducted therefrom. The result is that for the majority of P.A.Y.E. taxpayers there is no post-war credit due for 1943–44.

A recent tax case in the Chancery Division raised a question affecting post-war credit. It is that of *Re Tatham* (1944), 88 SOL. J. 407. The facts were that by his will dated 29th April, 1938, the testator gave his residuary estate to his trustees upon trust to pay thereout to an annuitant free of duty "such a sum in every year as after deduction of income tax for the time being payable in respect thereof will leave a clear sum of £350 to begin from my death and to be payable by equal quarterly payments in advance." It was held that the annuitant was accountable to the trustees for a due proportion of all reliefs and allowances of income tax to which she is entitled. It was further held that the right of the trustees also extended to the post-war credits to which the annuitant is entitled.

A CONVEYANCER'S DIARY

POWERS OF ADVANCEMENT

THERE appears to be a great deal of misunderstanding of the powers and duties of trustees in connection with advances of capital made by trustees under Trustee Act, s. 32, and similar express powers. Unless the position is rightly understood by the advisers of the beneficiaries, the beneficiaries who are seeking an advance may well place the trustees in a position where it is dangerous for them to follow their natural desire to help the beneficiaries so far as they properly can.

Capital advanced under one of those powers is taken right out of the settlement and the fund is reduced to that extent (see *per* Byrne, J., in *Re Fox* [1904] 1 Ch. 480, 484). The trustees are therefore entitled and bound to see that the power is exercisable in the circumstances and that the way in which they are asked to exercise it is proper. If they do not do that, they are not properly carrying out the trust imposed on them and the discretion vested in them. That may not matter if the advanced beneficiary has an absolute and indefeasible interest exceeding the total advances and is *sui juris*: such a person cannot complain if he has successfully instigated a breach of trust and no one else is concerned. But if he is an infant, he will be fully entitled to complain on coming of age of an improper diminution of what is vested in him, while if his interest is contingent, and fails, the trustees will have to justify the diminution to the persons in whom the fund eventually vests. It follows that a beneficiary, being of full age, should not be advised to approach the trustees until he has secured a promise from the person (if any) entitled to appoint the capital interests to appoint absolutely in his favour an amount at least as great as that of the proposed advance or unless he has got a well prepared and reasoned case for the exercise of the discretion. And in any case he should also seek the concurrence of any owner of a prior interest, whose consent is necessary under s. 32. Where a lay beneficiary approaches trustees direct with an ill-prepared case (as very often happens) the trustees' solicitors should discuss with their clients whether to suggest to the beneficiary that he should obtain his own legal advice. These cases can easily cause ill-feeling by beneficiaries against trustees, which is usually quite undeserved. If the beneficiary has his own solicitor, the latter can, to the benefit of all concerned, explain to his client why the trustees are insisting on strict proof.

A discretion of the kind given by s. 32 has to be exercised afresh on each occasion when a payment is sought. Thus trustees should never commit themselves to a future exercise of the discretion; and in any case it is doubtful if they would be bound by any assurance they might give as to future exercises of it. That may be inconvenient to the beneficiaries in preventing their being able to count on sums being forthcoming on future occasions. But, after all, they can rely on the trustee acting reasonably: if he does not, they can invite the opinion of the court—at their own risk as to costs. A trustee should therefore refuse to accept any plan requiring him to purport to fetter his future discretion.

Again, a discretion has to be exercised by reference to the needs and best interests of the beneficiary who seeks the advance at the time when he does so, and not to extraneous criteria. Thus, it is quite inadmissible for a beneficiary to argue (say) that he ought on marriage to have £*x* because his brother had £*x*. Their circumstances and prospects may be (and, indeed, usually are) not at all the same. If this sort of ground is urged it puts the trustees in a difficulty. They ought not to accede to such an argument, and therefore an otherwise reasonable letter incorporating a reference to other cases is an embarrassing thing for them to receive. They must either repudiate the argument from other cases (and incur the annoyance of the applicant) or say nothing (and leave it open to a disgruntled claimant in future to argue that they have abused their discretion). Beneficiaries tend to be most inconsiderate towards trustees on this point. Each application must be judged, whether the beneficiaries like it or not, on the applicant's interests and requirements at the date of the application and on no other ground whatever.

Another point which is liable to give trouble is the position of the tenant for life whose consent is made necessary under s. 32. It is perfectly clear from the terms of the proviso concerned that this requirement of consent looks to one purpose only, viz., to protect the life-tenant against diminution of his income in the absence of his own consent; the words are "no such payment . . . shall be made so as to prejudice any person entitled to a prior life or other interest." The life-tenant thus has a power to protect himself by withholding consent; but he has no right to use the necessity for his consent to force the trustees to comply with the life-tenant's ideas of fairness among beneficiaries or the interests and needs of particular beneficiaries. The judgment required by law is that of the trustees, and the life-tenant has no position in the matter except as a person invested with a right of veto given to him for his own protection. The life-tenant is very often the parent of the remaindermen, one of whom is applicant for an advance, and he or she may very easily seek, as such, to dictate or suggest to the trustees how the remaindermen

should be treated. This sort of interference ought to be resisted by the trustees from the outset ; the life-tenant and trustees ought normally not to be advised by the same solicitors. The decision being for the trustees, it will be no defence for them if they are later charged with an improper exercise of the power of advancement to say that the life-tenant strongly urged the course which they adopted.

Above all, the person applying for an advance must discharge the onus of showing positively that the power is available for the purpose which he has in mind and that the proposal for its exercise is proper. Broadly, though there are exceptions, a normally phrased power to advance capital should only be exercised on special occasions, and preferably only to defray some unavoidable expense of a capital nature, such as to pay for professional training or to purchase a durable asset such as a house. Maintenance out of capital is sometimes allowable, but special circumstances ought to be proved. If the advance is sought in order that the recipient may use it in making a settlement, the trustees will doubtless look favourably on it ; but, short of that, they should always inquire carefully what means, both in possession and in expectation, are possessed by the applicant, and, if he or she is married, his or her wife or husband also.

The root of the trouble in most of these cases is lack of understanding by the beneficiaries of the respective positions of themselves and the trustees. Thus, a life-tenant is inclined to think that it is up to him to decide what is to be done with the money, suggesting (incorrectly) that it is his money which is being given away. Conversely, the remainderman will think that the money is coming off his eventual share anyhow, forgetting that his interest is often only contingent. Moreover, beneficiaries far too often forget that they are much indebted to their trustees for doing a lot of unpaid work, and tend to complain if the trustees refuse to take risks. All these troubles are aggravated if the beneficiaries have not got their own legal advice, because then they write direct to the trustees and embarrassing letters collect on the trustees' file. The true test of the merits of an application is to think what it would sound like if cast in the form of a summons, and affidavit in support, asking for just such an advance, the trustees being assumed to surrender their discretion to the court. The beneficiaries' advisers should have this test in mind and should not press the trustees to accede to any proposition which they would not care to see lithographed as an affidavit. Likewise, if the trustees are in any doubt what decision the court would reach on an application, they will be very well advised to hesitate before granting it, and to consider whether to invite the beneficiary to apply to the court. Such an invitation can hardly be resented and at the same time may well be the end of an ill-founded application.

LANDLORD AND TENANT NOTEBOOK

REQUISITIONED LAND: CONSEQUENCES OF DISCLAIMER

THE expression " disclaimer " is used to denote the impugning by a tenant of his landlord's title, which has more serious consequences than many a tenant would expect ; the landlord may forfeit the lease. This might, before the 1936 amendment of R.S.C., Ord. 21, r. 21, have resulted from innocently putting the title in issue in proceedings concerning other matters (see *Kisch* v. *Hawes Bros., Ltd.* [1935] Ch. 102 ; and article, 76 SOL. J. 73).

But three kinds of legitimate disclaimer have been introduced by statute law : disclaimer in bankruptcy and in winding up (now regulated by the Bankruptcy Act, 1914, s. 54, and the Companies Act, 1929, s. 267), and there is also the Liabilities (War-time Adjustment) Act, 1941, s. 5 (1) ; disclaimer of leases of premises rendered unfit by war damage (Landlord and Tenant (War Damage) Act, 1939, s. 4 (2) (*a*)) ; and disclaimer of leases of requisitioned premises (Landlord and Tenant (Requisitioned Land) Act, 1942).

Under the bankruptcy legislation, the effect of disclaimer on the landlord has been said, tersely, to be that it " accelerates the reversion," operating as a surrender *in invitum* (*Re Finlay, ex parte Clothworkers' Co.* (1888), 21 Q.B.D. 475 (C.A.) ; *Re Hyams, ex parte Lindsay* v. *Hyams* (1923), 93 L.J. Ch. 184 (C.A.)) ; the Landlord and Tenant (War Damage) Act, 1939, says in terms (s. 4 (2) (*a*)) that the disclaimed lease is, as from the service of the requisite notice, deemed to have been surrendered ; the Landlord and Tenant (Requisitioned Land) Act, 1942, prescribes the same effect, " as from the material date."

Numerous reports show that the provisions of the Bankruptcy Act, despite previous experience, were none too clear when one came to consider the consequences to third parties affected, or even as regards certain matters (such as fixtures), to the parties themselves. The Landlord and Tenant (War Damage) Act, 1939, which was drafted perhaps hastily and without previous experience, was found to require amendment ; disclaiming tenants were given rights of entry to collect, etc., furniture and other goods ; and the apportionment of forehand rent (a consequence of the decision in *Hildebrand* v. *Lewis* [1941] 2 K.B. 35 (C.A.)) was provided for by the Landlord and Tenant (War Damage) Amendment Act, 1941, ss. 12 (2) and 13 respectively.

A disclaimer made by virtue of the Landlord and Tenant (Requisitioned Land) Act, 1942 (which was probably a consequence of the decision in *Swift* v. *Macbean* [1942] 1 K.B. 375—in which a landlord did some disclaiming—but with no desire to act harshly), has now given rise to a question of interpretation of the Compensation (Defence) Act, 1939, which was the issue in *Looker* v. *Regem* [1945] 1 K.B. 39, a petition of right. The suppliant, a tenant of premises of which the War Office took possession under the Defence Regulations on 27th August, 1940, thereby became entitled to compensation under two of the four heads set out in s. 2 (1) of the Act : (*a*) a sum equal to the rent which might reasonably be expected to be payable by a tenant in occupation, etc., and (*d*) a sum equal to the amount of any expenses reasonably incurred . . . for the purpose of compliance with any directions given . . . in connection with the taking possession of the land. He had to move his furniture out, and he arranged for its storage at £8 a month ; and in the April following made an agreement with the War Office by which the latter agreed quarterly payments under (*a*) and payment " at the rate of £96 per annum in respect of storage of furniture under s. 2 subs. (1) (*d*), of the said Act " (the Compensation (Defence) Act, 1939, having been referred to in a recital).

When the Landlord and Tenant (Requisitioned Land) Act, 1942, was passed, the suppliant availed himself of his new right and served a notice of disclaimer which, in accordance with the above-mentioned provision of s. 2 (2), became effective as from 26th March, the date of the passing of the Act. In his petition he claimed storage expenses as from that date.

The arguments advanced both for and against the petition seem to have been limited to questions of alleged implications in the agreement. The suppliant's representatives, adopting an offensive-defensive, contended that there was no ground for implying a term that the promise to pay storage expenses came to an end with the promise to pay compensation for possession (which, by s. 6 (2), became thenceforth payable to the landlord). They further argued that liability continued at least until the tenant could find a suitable unfurnished house or the requisitioned one was restored to him. The contention put forward for the Crown was that what was implied was that when the tenant became no longer entitled to possession all his rights under the agreement would lapse.

Lord Caldecote, L.C.J., considered, however, that the agreement was reasonably plain and could properly be construed without implying or adding any new clause, and stressing the provisions of s. 2 (1) (*a*) and (*d*) of the Compensation

(Defence) Act, 1939 (to which the agreement in terms referred), held that the effect of the disclaimer was that there were no longer any directions given on behalf of His Majesty in connection with the taking possession of the land in complying with which the suppliant had to incur expense.

It will be seen that the judgment invoked the statutory provisions which the arguments had rather left unnoticed; and, in my submission, the issue depended less on a construction of the agreement than on an interpretation of the Compensation (Defence) Act, 1939, s. 2 (1) (*d*). The function of the document appears to have been limited to agreeing facts, and this would explain why it gave no date for either payment or period. The agreement, in fact, did not create any rights or obligations. It seems plausible that those concerned consulted the later subsections of s. 2, which provide that the compensation under subs. (1) (*a*) accrues due from day to day, but payments shall not be required to be made at less than three-monthly intervals; that that under (*b*) (making good damage) shall accrue due at the end of the period; that that under (*c*) (improvements, etc., to agricultural land) when possession is taken; while that under (*d*) is due at the time when the expenses are incurred. It would, it seems, have been possible for the suppliant to have made his claim to the "appropriate tribunal" and to have done so without citing the agreement, and in that case it might have been more fully argued whether or not the storage expenses payable under the disclaimer were "expenses reasonably incurred for the purpose of compliance with directions given in connection with the taking possession of the land"; in other words, a *proxima causa* point would have come up for decision.

COMMON LAW COMMENTARY

PERSONAL INJURIES (EMERGENCY PROVISIONS) ACT, 1939

In *Haines* v. *Minister of Pensions* [1944], W.N. 29, 61 T.L.R. 181; the plaintiff claimed compensation, under the Act, in respect of nervous debility due to or aggravated by his service in the N.F.S. Tucker, J., found that the Legislature used the phrase "physical injury" rather than "personal injury" in order to exclude injuries which were purely mental. The judge referred to *Hay* v. *Young* [1943] A.C. 92.

However, he remitted the case to the Pensions Appeals Tribunal to decide whether the injury which caused the disablement was in fact purely mental, or whether it was wholly or partly due to some cause such as strain, exposure or shock, from which physical injury might result without trauma.

SOLICITORS' CHARGING ORDERS

Section 69 of the Solicitors Act, 1932, empowers the court to declare a solicitor entitled to a charge on the property recovered or preserved through his instrumentality for his taxed costs in reference to the suit, matter or proceeding. In *Re Blake; Clutterbuck* v. *Bradford* (1945), 89 SOL. J. 46, there were three important decisions:—

(1) Costs are "property recovered" within the meaning of the Act (following *Dallow* v. *Garrold* (1884), 14 Q.B.D. 543, and overruling *Higgs* v. *Higgs* [1934] P. 95).

(2) There is no distinction between an order for costs made on an originating summons and any other order for costs.

(3) A solicitor is *prima facie* entitled to a charging order, and the court would only be justified in refusing it in very exceptional circumstances—for example, if the solicitor's conduct had been such as to make an order unjust.

SUSPENSION WITHOUT PAY

It is the practice in certain trades and in certain parts of the country to suspend a worker, for breach of discipline, without pay. It is unquestioned that the employer has no right to do this without custom, practice or express contract, but in *Marshall* v. *English Electric Co., Ltd.* (1945), 61 T.L.R. 186, a workman sought a declaration that there was no such term, express or implied, in his contract, and no custom or practice to that effect.

Singleton, J., found that there was such a practice in the engineering industry in Staffordshire and elsewhere, and that the plaintiff knew of it and must have been taken to assent to it. He held that the Essential Work (General Provisions) (No. 2) Order, 1942, para. 4 (3), did not create a right of suspension, but recognised such a right, in cases in which it already existed, as one of the conditions of service. He added that he did not find it proved that there was such a custom generally throughout the English engineering industry.

There was a useful definition of custom by Channell, J., in *Moult* v. *Holliday* (1898), 14 T.L.R. 119: "A custom is what is so well known and understood that in transacting business it is unnecessary to mention it because it is so well known that it must be taken to be incorporated in every contract, unless something to the contrary is said."

MONEYLENDING

A man may lend sums of money to another, charging interest and taking security, without becoming a professional moneylender liable to registration under s. 1 of the Moneylenders Act. 1927. This and other points were decided by Cassells, J., in *Tuchmann* v. *Schmerler* (1944), 88 SOL. J. 415. In this case both parties were refugees and had met through the plaintiff's business of insurance agent. The plaintiff lent four separate sums to the defendant, and took *inter alia* as security, bills of sale on the defendant's furniture, which bills were void for want of form and registration under the Bills of Sale Acts. The sums lent were £75, £250, £300 and £70, the bonuses upon which were £15, £40, £80 and £5.

The defendant contended that in the circumstances, including the interest charged and the securities taken, the plaintiff was really a professional moneylender. He relied on *Edgelow* v. *MacElwee* [1918] 1 K.B. 205. In that case McCardie, J., referred to the statutory definition: "The expression 'money-lender' in this Act shall include every person whose business is that of money-lending, or who advertises or announces himself or holds himself out in any way as carrying on that business," but added that a man does not become a moneylender merely by reason of occasional loans to relations, friends or acquaintances, whether interest be charged or not. "The word 'business' imputes the notion of system, repetition and continuity . . . It is ever a question of degree." In the case cited the plaintiff was a solicitor who used his practice merely as a disguise for moneylending, but in *Tuchmann's* case the judge found that he was not a moneylender within the meaning of the Act.

REQUISITIONING OF PROPERTY

The power of requisitioning given by Defence Reg. 51 does not depend on whether the owner of the property is willing to negotiate with regard to its use and possession (*Ouardi Kavala, Ltd.* v. *Grigg* (1945), 89 SOL. J. 69). The regulation is not governed by the Defence of the Realm Act, 1842, where a preliminary procedure was laid down, including a notice to treat, to be gone through before requisitioning. It is a complete code in itself.

COURSE OF EMPLOYMENT

The driver of a tractor attempted to relieve a jam in the apparatus which his tractor was drawing, and thereby sustained injury. On the hearing of a workmen's compensation claim the arbitrator found that the applicant was acting without, but not contrary to, his instructions; that special men were available to do this kind of repair, but were at the time absent at dinner; and that the plaintiff's motive in attempting the repair was to continue with his work.

The opinion of the House of Lords (*Slavin* v. *A. M. Carmichael & Co., Ltd.* (1945), 89 SOL. J. 81) was that the

accident arose out of the plaintiff's employment, which included not only what he was expressly employed to do, but also what was incidental to it. The test laid down by Lord Dunedin in *Wilsons* v. *M'Ferrin; Kerr* v. *James Dunlop* [1926] A.C. 387 was whether a worker "was arrogating to himself duties which he was neither engaged, nor entitled, to perform." In the present case the driver was found not to be so arrogating.

SLANDER: ACTION BY A COMPANY

In *D. & L. Caterers, Ltd.* v. *D'Ajou* [1945] W.N. 36, the defendant told someone that the plaintiff company were carrying on their business illegally and criminally.

Stable, J., held that a slander against a company, imputing a crime for which a natural person could be imprisoned, was actionable *per se*, without allegation and proof of actual damage.

In *South Hetton Coal Co., Ltd.* v. *North-Eastern News Association, Ltd.* [1893] 1 Q.B., at p. 141, Lopes, L.J., said: ". . . although a corporation cannot maintain an action for a libel in respect of anything reflecting upon them personally, yet they can maintain an action for a libel reflecting on the management of their trade or business, and this without alleging or proving special damage. The words complained of . . . must injuriously affect the corporation or company as distinct from the individuals who compose it." Stable, J., said that it was possible to infer that Lopes, L.J., in using the word "libel," was deliberately excluding slander, but himself concluded that it was "entirely irrelevant whether the plaintiff is an individual or a limited company."

COUNTY COURT LETTER

Damage to Crops by Cattle

IN *Knight* v. *Thresher*, at Bournemouth County Court, the claim was for £20 as damages for trespass by cattle. The plaintiff was the owner of a three-quarter of an acre allotment, which had been under cultivation since 1935. In April, 1944, the ground was ploughed and prepared for seeding, and the plaintiff and her sister and two friends had sown eight rows of cabbages with 250 plants in each row. They had also sowed three rows of potatoes and two of peas—all by hand. Owing to the dry season, each plant was watered by water carried in buckets from a brook. The lot was free from weeds and the soil was in perfect condition. The crop was promising well, and was intended to supply a small shop. In July, however, the defendant's cows broke through from the next field and ate or trod down all the cabbages and peas. The potatoes were untouched and yielded a good crop. The defendant's original plea was that the plaintiff should have kept the fence in repair, to keep out cattle. This defence was abandoned, but it was contended that £20 was an excessive estimate of the damage. The crop might have failed from natural causes, as it was a bad season for garden produce. There was no reason why the plaintiff's crop should have done better than anyone else's. His Honour Judge Cave, K.C., gave judgment for the plaintiff for £20, with costs.

Damages for Assault

IN *Allen* v. *Norbury*, at Bournemouth County Court, the claim was for £25 as damages for assault. The plaintiff's case was that she and the defendant occupied different parts of the same house. In August, 1944, the same plaintiff and defendant had been the parties in a county court case, in which a claim for possession of part of the premises had failed. There had been trouble afterwards, and on the 3rd October the defendant struck the plaintiff with a chestnut paling, causing injuries to the forearm and face. The medical evidence was that the plaintiff was thereby unfit to follow her normal occupation for two weeks. The defendant pleaded provocation. Prior to the alleged assault, the plaintiff had thrown some of the defendant's washing over the garden fence, and had threatened to do the same to the defendant. His Honour Judge Cave, K.C., gave judgment for the plaintiff for the amount claimed, with costs.

POINTS IN PRACTICE

Questions from solicitors who are REGISTERED ANNUAL SUBSCRIBERS are answered, without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 88–90, Chancery Lane, W.C.2, and contain the name and address of the subscriber, and a stamped addressed envelope.

Standard Rent

Q. In connection with our conveyancing work, we have constantly raised a query as to the standard rent of property purchased by our clients with vacant possession, with the reply that the vendor had no information. This is mainly in connection with property purchased after 1920, and in respect whereof the vendor himself had lived before 1939, and therefore had no reason to raise queries as to the previous letting, since the property obviously did not come within the province of the Acts of 1920–33. The vendor himself has usually been in occupation for say five or six years, and therefore cannot say whether the property has been previously let. The result therefore is that the purchaser is given no information whatsoever and does not know in fact whether there is already a standard rent or not. The result would be therefore that if the purchaser lets the property, he may or may not be committing an offence, since if indeed it has been previously let, he may be letting at more than the standard rent. What course should be taken in connection with matters of this nature both as regards the provisions in the contract for sale and also as regards advising our client as to letting the same subsequently?

A. This difficulty is no doubt common, and seems insoluble. On the negotiations for the contract the vendor should be pressed hard to reveal all material facts which may be within his knowledge, but even so it often happens that with the best of good will he simply cannot give the necessary information. If that happens it should be explained to the purchaser that if and when he lets he may let at an improper rent, and the consequences of so doing. There seems no more that a purchaser's solicitor can do.

Affiliation Proceedings

Q. We are acting for a young girl under sixteen years of age, who gave birth to a child last year. The putative father is also a juvenile under seventeen years of age. Criminal proceedings have been taken in the Juvenile Court against the father, and he has been convicted. We would appreciate your assistance on the following points:—

(1) In taking out affiliation proceedings should the complaint be made by the girl herself or by her mother as next friend?

(2) Should the summons be taken out against the juvenile himself or must his father also be joined as guardian *ad litem*?

(3) Will the proceedings be heard before the magistrates in the ordinary way or before the juvenile court for bastardy proceedings.

(4) In the event of an order being made, is there any means of enforcing payment against the juvenile, and can his father be made responsible under the order?

A. (1) The girl herself will be the complainant.

(2) The juvenile himself will be the sole defendant.

(3) Before the ordinary magistrates, not the juvenile court.

(4) Both questions are answered in the negative.

REVIEW

A History of the English Courts. By A. T. CARTER, C.B.E., K.C. Seventh Edition. 1944. pp. viii and (with Index) 183. London: Butterworth & Co. (Publishers), Ltd. 21s. net.

For comprehensiveness and ample detail within a small compass, it would be hard to find a book to excel this in its own subject. It has held its own for forty-five years past and as likely as not will continue to do so for many years to come. The author disclaims any original research, but his sources, Stubbs, Maitland, Bigelow and others, indicate the reliability of his work. Antiquarianism, where it is picturesque and fixes an important historic or juristic fact, is not disdained. "Nervousness," says the author in describing the Ordeal of the Accused Morsel, "inhibits salivation." The student will find that difficult to forget. Nor is the anecdote despised, for example those annotated under "The Blood Feud," at p. 4. Even humorous poetry is enrolled: *vide* the quotation from the Ballad of Jacob Omnium's Ass, by W. M. Thackeray under "The King's Bench," at p. 50. Whoever owns this book, be he examination-bound student or pleasure-bound reader, will certainly keep it for his future delectation and profit.

BOOKS RECEIVED

Massachusetts Law Quarterly. Vol. XXIX. No. 4. December, 1944.

New York University Law Quarterly Review. Vol. XX. No. 2. November, 1944.

The Howard Journal. Vol. VI. No. 4. 1944–45. London: Howard League for Penal Reform. 1s. net.

TO-DAY AND YESTERDAY

LEGAL CALENDAR

February 26.—In 1934, Mr. Justice MacKinnon was at Winchester as assize judge. In his book "On Circuit" he records that "on 26th February the work was finished. My clerk, in the ancient formula, bade those in court to 'depart hence and give their attendance at my lord's lodgings.' And, in the happy practice of the Western Circuit, and of that alone, the senior barrister bade me farewell and hoped that I should come again soon on the circuit. To which I replied, in all sincerity, 'Thank you very much. I shall come again on the earliest possible opportunity.' For there is no circuit so pleasant as the Western."

February 27.—On the 27th February, 1874, Sir John Karslake became Attorney-General for the second time, succeeding Sir Henry James, but in a little more than a year failing eyesight compelled him to resign, and soon afterwards he retired from Parliament. Tall, and handsome—six feet four inches in height—he possessed abilities which might have carried him to the highest legal offices. He was a rival of John Duke Coleridge, who became Lord Chief Justice. They were born in the same year, called to the Bar by the Middle Temple in the same year and given silk in the same year. In their early days they practised at the Devon Sessions and later they opposed each other in contesting Exeter, Coleridge gaining the seat for the Liberals.

February 28.—On the 28th February, 1546, George Wishart, the Scottish reformer, was tried at St. Andrews, by a convocation of bishops and clergy, on a charge of spreading heretical doctrines, the articles of accusation being brought forward by John Lauder, Archdeacon of Teviotdale. He defended himself by appeals to Scripture against the leading doctrines of the Roman Catholic Church. Found guilty, he was condemned to be burnt to death and executed accordingly. Three months later his followers avenged his death by the murder of Cardinal Beaton, Archbishop of St. Andrews, who presided at the trial.

March 1.—The fear that Lord Campbell, then Chancellor of the Duchy of Lancaster, would succeed him as Lord Chief Justice caused Lord Denman to delay his resignation till the last moment that his failing health would permit. In his diary Campbell noted that he resigned on the 1st March, 1850, and soon after, Lord Cottenham, the Lord Chancellor "saw Mr. Justice Coleridge, who spoke in the name of his brethren and expressed the greatest respect for me and readiness to serve under me." He was duly appointed.

March 2.—On the 2nd March, 1780, "a cause was tried and learnedly argued between the oyster-meters of London and the proprietors of oyster-beds in the county of Essex; the oyster-meters claimed a specific sum for work which they had an exclusive right of performing by custom and immemorial usage. On the part of the defendants it was contended that the right insisted on was abolished by the Acts of the 10th and 11th of William and Mary which made Billingsgate a free market and settled the fees. The jury, which was special, after hearing the arguments on both sides, gave a verdict for the plaintiffs which established their right."

March 3.—Giovanni Kalabergo was an Italian who settled at Banbury and by his industry and good nature built up a fine business as a jeweller and silversmith. He toured the neighbourhood with his goods about twice a week in a light spring cart. In October, 1851, his nephew Gulielmo came from Italy to assist him and accompanied him round the countryside. One evening in January, 1852, a carrier found the cart unattended near Williamscott. The boxes containing jewellery and other wares were untouched. Not far off Giovanni's dead body was discovered shot through the head. His pockets containing a considerable sum of money had not been rifled. Later his nephew was found wandering about in a distressed condition. He told an incoherent story of an ambush by three robbers. He was arrested and it was found that he had recently bought a bullet-mould, a pistol and some gunpowder. The pistol was recovered from a muddy ditch. At the Oxford Assizes on the 3rd March, 1852, Gulielmo was tried for murder. His slight figure and respectable appearance did not suggest violence, but he was convicted and condemned to death. He made a daring attempt to escape from prison, but he was recaptured and, before his execution, confessed his guilt.

March 4.—On the 4th March, 1682, Luttrell's Diary records: "The Morocco Ambassador went to see the Society of Lincoln's Inn, where he was received by the Masters of the Bench and gentlemen of that Society; he was pleased to walk in the garden and from thence he was conducted to the Council Chamber, where he had a very good banquet prepared for him by the Masters of the Bench, and was pleased to enter his own name in that book, as a member thereof; so, giving the Masters thanks, he returned very well satisfied." A reproduction of the autograph, with a somewhat misleading account of it, is given in Lane's "Student's Guide Through Lincoln's Inn," 1823.

Grand Juries.

Addressing the county justices at the opening of the Chelmsford Assizes recently, Macnaghten, J., told them that they were there to retain an ancient tradition, and added: "I regret that grand juries have been abolished and I hope that in the more perfect world to which we are looking forward after the war grand juries will be restored." A dozen years ago the somewhat over-optimistic assumption that the life and liberty of the subject would never again be menaced by the State made the ancient safeguard of the grand jury seem to some a dispensible anomaly, but State interference has massed its big battalions far more menacingly since. Even MacKinnon, L.J., who thought the abolition of 1933 should have gone no further than the Old Bailey and quarter sessions, wrote that "for reasons other than its intrinsic usefulness (which was negligible) I would have retained the grand jury at County Assizes. It was a good thing for county justices to meet the Judges of Assize as they had been doing for centuries. They liked the privilege, and so far as I know there was no real reason why it should not have been continued." In January, 1934, just before leaving for the Western Circuit he was invited to the Sheriff's luncheon at Aylesbury, and says: "If grand juries had not been abolished I believe I might have had the privilege of being foreman of the grand jury and listening with all due deference to the charge of my brother Humphreys." In proposing the health of the host at the luncheon, he thanked him for continuing the opportunity of the county justices to attend the assizes and hoped that other sheriffs would follow the precedent thus established. The last surviving ceremonial duty of the judge's marshal was to administer the oath to the grand jury, beginning: "You, sir, as foreman of this grand inquest of our Sovereign Lord the King . . . shall diligently enquire and true presentment make of all such matters, offences and things as shall be given you in charge . . . The King's counsel, your fellows' and your own you shall observe and keep secret. You shall present no person out of envy, hatred or malice . . ."

A sub-committee of the Minister of Health's Central Housing Advisory Committee has been set up under the chairmanship of Mr. Lewis Silkin, M.P., to look into the possibility of converting or adapting existing houses, so as to increase the number of dwellings available in the post-war period. The committee will review all types of empty houses, and consider also whether anything could be done to make fuller use of houses which are likely to be only partially occupied. A number of organisations and individuals are being approached direct, but others who have suggestions to make are invited to write to the Secretary (Mr. I. I. Ungar), Conversion of Existing Houses Sub-Committee, Ministry of Health, S.W.1.

NOTES OF CASES

HOUSE OF LORDS

Colfar *v.* Coggins & Griffith (Liverpool), Ltd.

Viscount Simon, L.C., Lord Thankerton, Lord Macmillan, Lord Porter and Lord Simonds. 9th February, 1945

Negligence—Master and servant—Defence of common employment —System of working.

Appeal from the Court of Appeal.

The appellant was a dock labourer and was employed on the 9th March, 1942, by the respondents lifting bags of salt from a barge and stowing them in the hold of a steamship. The bags were transferred from the barge by two derricks on the ship working in " married gear " by a proper and safe system of work. As the dock authority required the barge to be moved, so as to allow the passage of a ship, the then few remaining bags of salt were transferred, not into the ship's hold, but on the deck, in order to save time. To make a passage for the incoming ship, the starboard derrick arm was brought on board, which involved releasing a guy rope. This rope should have been securely refastened. Through some person's negligence this was not done, and, when work was resumed, the arm swung in board and some bags of salt were thrown out of the sling in consequence and seriously injured the appellant. His action claiming damages for personal injuries was dismissed by Stable, J., on the ground that the defence of common employment applied, as the accident was attributable to the negligence of a fellow workman of the appellant in failing to fasten, or in negligently fastening, the guy rope. The Court of Appeal affirmed his decision.

VISCOUNT SIMON, L.C., said that the defence of common employment did not avail if the injury to the workman was caused by the employer failing to take reasonable care to establish and maintain a proper system of work in order to minimise danger. In *Speed* v. *Thomas Swift & Co., Ltd.* [1943] 1 K.B. 557 the Court of Appeal had considered the application of the employer's " duty to provide a safe system of working," and he agreed with the propositions they there laid down. The appellant's case failed, unless it could be established that the accident was due to the respondents' failure to provide and maintain a proper system of working. His injuries were caused by an isolated act of a servant of which the master was not presumed to be aware and which he could not guard against: *Wilsons and Clyde Coal Co.* v. *English* [1936] S.C. 883, at p. 904. The appeal therefore failed.

The other noble and learned lords agreed in dismissing the appeal.

COUNSEL: *M. Turner Samuels* and *A. D. Pappworth; Wilfrid Clothier*, K.C., and *S. Scholefield Allen.*

SOLICITORS: *J. H. Milner & Son*, for *Silverman & Livermore*, Liverpool; *P. F. Walker*, for *Weightman, Pedder & Co.*, Liverpool.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

COURT OF APPEAL

Yuill *v.* Yuill

Lord Greene, M.R., MacKinnon and du Parcq, L.JJ. 20th December, 1944

Divorce—Practice at trial—Submission of no case—Judge to direct defending counsel to elect whether to call evidence—Effect of failure to do so—Judge intervening in examination of witnesses —Observations on demeanour.

Petitioner's appeal against the dismissal of a petition for divorce by Wallington, J., on the ground that he was not satisfied that there had been adultery subsequent to former condoned adultery.

When the case for the petitioner was closed before Wallington, J., counsel for the respondent made a submission inviting the judge to dismiss the petition without calling on the respondent. The submission having failed, counsel for the appellant had contended that the respondent's counsel, by making the submission, had lost his right to call evidence and that the judge's ruling meant that the appellant was entitled to a decree. Wallington, J., rejected this contention.

LORD GREENE, M.R., referred to *Alexander* v. *Rayson* [1936] 1 K.B. 169; *Parry* v. *Aluminium Corporation, Ltd.* [1940] W.N. 44, and *Laurie* v. *Raglan Building Company* [1942] 1 K.B. 152, and said that the practice followed in appropriate cases where counsel for a defendant desired to make a submission of no case did not mean that by doing so he *ipso facto* lost his right to call evidence if his submission failed. He only lost that right if he definitely elected to call no evidence. He might make this election expressly (as in *Laurie* v. *Raglan Building Company, supra*) or impliedly. The practice was no more than a direction to the judge to put counsel who desired to make a submission of no case to his election, and to refuse to rule unless counsel elected to call no evidence. Where counsel had so elected, he was bound, but if for any reason whether through oversight or misapprehension as to the nature of counsel's argument the judge did not put counsel to his election and no election, in fact, took place, counsel was as entitled to call his evidence as much as if he had never made the submission. It has also been argued that the judge took an undue part in the examination of witnesses. It was unfortunate that he took as large as part as he did, but there was no trace of any tendency to take sides or press a witness in any way which could be considered undesirable. It was always proper for a judge and it was his duty to put questions with a view to elucidating an obscure answer or when he thought that the witness had misunderstood a question. It was generally more convenient to do this when counsel had finished his questions or was passing to a new subject. It must always be borne in mind that the judge does not know what is in counsel's brief and had not the same facilities as counsel for an effective examination or cross-examination. In cross-examination, for instance, experienced counsel will see just as clearly as the judge that, for example, a particular question would be a crucial one. But it was for counsel to decide at what stage he would put the question, and the whole strength of the cross-examination might be destroyed if the judge, in his desire to get at what seemed to him to be the crucial point, himself intervened and prematurely put the question. In the present case, however, nothing that took place justified the court in ordering a new trial. His lordship then examined the evidence and said that it was only on the rarest occasions and circumstances where the appellate court was convinced by the plainest considerations that it would be justified in finding that the trial judge had formed a wrong opinion. His impression as to the demeanour of a witness ought not to be adopted by a trial judge without testing it against the whole of the evidence of the witness in question. If it could be demonstrated to conviction that a witness whose demeanour had been praised by the trial judge had on some collateral matter deliberately given an untrue answer, the favourable view formed by the judge as to his demeanour must lose its value. One further consideration was that a judge who observed the demeanour of the witnesses had a much more favourable opportunity of forming a just appreciation than one who conducted the examination. If he, so to speak, descended into the arena, he was liable to have his vision clouded with the dust of the conflict. Furthermore, the demeanour of a witness was apt to be very different when questioned by the judge than when questioned by counsel. His lordship referred to *Hvalf Polaris* v. *Unilever, Ltd.*, 46 Ll. L. Rep., as an example of a finding that the view of a trial judge as to a witness's demeanour was ill-founded.

MACKINNON and DU PARCQ, L.JJ., agreed.

Decree *nisi*, with costs, against the co-respondent.

COUNSEL: *H. B. Durley Grazebrook*, K.C., and *William Latey*; *P. E. L. Rawlins* and *Horace Vester.*

SOLICITORS: *Sayer, Ledgard & Smith*, for *Newby, Robson and Cadle*, Stockton-on-Tees; *Isadore Goldman & Son*, for *A. N Levinson*, West Hartlepool.

[Reported by MAURICE SHARE, Esq., Barrister-at-Law.]

CHANCERY DIVISION

In re **Brown's Mortgage; Wallasey Corporation *v.* Attorney-General**

Cohen, J. 25th January, 1945

Local government—Small dwellings—Mortgage to local authority—Default in payment of mortgage instalments—Attempted sale by corporation in 1940*—Premises now enhanced in value—Power of corporation to pay balance of purchase-moneys to mortgagor—Small Dwellings Acquisition Act*, 1899 (62 & 63 *Vict.* c. 44), *s.* 6.

Adjourned summons.

The Small Dwellings Acquisition Act, 1899, provides: s. 6 (1) " Where a local authority order the sale of a house without taking possession, they shall cause it to be put up for sale by auction and out of the proceeds of sale retain any sum due to them . . . and pay over the balance (if any) to the proprietor. (2) If the local authority are unable at the auction to sell the house for such a sum as will allow of the payment out of the proceeds

of sale of the interest and principal due . . . they may take possession of the house in manner provided by this Act, but shall not be liable to pay any sum to the proprietor." By a mortgage dated 1st October, 1927, B mortgaged under the Act a small dwelling-house to the local authority to secure certain principal moneys and interest, repayable over a period of twenty years, which was subsequently increased to thirty years. The mortgagor died intestate in 1939, and in May, 1940, his widow, who was his administratrix, sent the keys of the property to the plaintiffs, the local authority in whom the mortgage had become vested, and asked the plaintiffs to foreclose. They obtained leave to sell in September, 1940, and the property was put up for sale by auction in November, when it failed to reach the reserve price, which was fixed at the sum then owing under the mortgage. The plaintiffs had since been in possession. The property was now worth more than the moneys due under the mortgage, and the plaintiffs by this summons asked whether, upon the true construction of the Small Dwellings Acquisition Act, 1899, they were at liberty on any sale to pay to the personal representative of the mortgagor a sum representing the difference between the amount owing to them and the net purchase-money.

COHEN, J., said that he could understand that the plaintiffs did not wish to take advantage of an adventitious rise in the value of the property at the expense of the mortgagor's widow. The plaintiffs were in the position of trustees. If this were the case of private trustees, such a payment could not be made without the consent of all the beneficiaries. He could not see that the fact that the plaintiffs were trustees for all the ratepayers made any difference. Unless the plaintiffs were liable to pay, they could not properly do so. He had been asked to hold that the words "shall not be liable to pay" did not denote "shall not pay" and left the plaintiffs an option. He was unable to take that view. On the true construction of s. 6, and having regard to their position as trustees, the plaintiffs must not pay to the personal representative of the mortgagor the sum representing the difference between the amount owing to them for principal and interest and the net purchase price received on the sale of the property.

COUNSEL: *W. L. Blease; Danckwerts.*

SOLICITORS: *Emrys Evans*, Town Clerk, Wallasey; *Treasury Solicitor.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

OBITUARY

SIR GEORGE BARBER

Sir George Barber died on Tuesday, 20th February, aged eighty-six. He was educated at Uppingham and became a solicitor. He was an alderman of the Middlesex County Council and formerly chairman of Brentford Petty Sessions. From 1916–17 he was High Sheriff of Middlesex and he received the honour of knighthood in 1927.

COL. SIR SEYMOUR WILLIAMS

Colonel Sir Seymour Williams, K.B.E., T.D., died on Saturday, 24th February, aged seventy-six. He was educated at King Edward VI School, Bath, and admitted a solicitor in 1890. He was a well-known solicitor in Bristol and an authority on local government. He was a member of the firm of Messrs. Lawrence, Williams & Co., solicitors, of Bristol, and Messrs. Seymour Williams & Co., Parliamentary agents, Westminster, S.W.1. For nearly fifty years he was clerk to the Warmley R.D.C. From 1901 to 1906 he was a member of the Gloucestershire County Council, and served as coroner for the lower division of Gloucestershire. He was president of the Coroners' Society from 1937–38. From 1902 to 1939 he was chairman of the executive of the Rural District Councils Association for England and Wales, and he was clerk to the Kingswood Assessment Committee. He served on numerous other committees connected with local government matters, and received the honour of knighthood in 1923.

MR. E. RIVIERE

Mr. Evelyn Riviere, O.B.E., barrister-at-law, died on Monday, 19th February, aged sixty-eight. He was called by Lincoln's Inn in 1901, and was a Bencher of his Inn.

MR. D. W. DRUMMOND

Mr. David William Drummond, solicitor, of Parliament Street, S.W.1, died on Saturday, 10th February. He was admitted in 1900.

Mr. H. E. Walton, solicitor, of Huddersfield, left £17,687, with net personalty £13,285.

PRACTICE DIRECTION

PAPER SAVING

The Lord Chief Justice of England has given the following direction:—

Copies of correspondence for the use of the court in the King's Bench Division should be typed in single spacing on one side only of quarto paper of a substance of not less than 5½ lbs. and not more than 7½ lbs. per 1,000 sheets of quarto 10″ × 8″. A separate sheet may be used for each letter.

Humphreys, J., read the above direction on 6th February in the King's Bench Division, and Uthwatt, J., read the same direction in the Chancery Division. The direction does not apply in the Court of Appeal.

PARLIAMENTARY NEWS

HOUSE OF LORDS

COLONIAL DEVELOPMENT AND WELFARE BILL [H.C.].

COMPENSATION OF DISPLACED OFFICERS (WAR SERVICE) BILL [H.C.].

LIABILITIES (WAR-TIME ADJUSTMENT) (SCOTLAND) BILL [H.L.].
To provide for the arrangement or the adjustment and settlement of the affairs of persons in Scotland financially affected by war circumstances.

LOCAL AUTHORITIES LOANS BILL [H.C.].

NORTHERN IRELAND (MISCELLANEOUS PROVISIONS) BILL [H.C.].

POLICE (HIS MAJESTY'S INSPECTORS OF CONSTABULARY) BILL [H.C.].
Read First Time. [20th February.

EXPORT GUARANTEES BILL [H.C.].
Read Second Time. [20th February.

TEACHERS (SUPERANNUATION) BILL [H.C.].
In Committee. [20th February.

HOUSE OF COMMONS

DISTRIBUTION OF INDUSTRY BILL [H.C.].
To provide for the development of certain areas; and for controlling the provision of industrial premises with a view to securing the proper distribution of industry.
Read First Time. [21st February.

INDIA (ESTATE DUTY) BILL [H.L.].
Read Third Time. [20th February.

LAW REFORM (CONTRIBUTORY NEGLIGENCE) BILL [H.L.].
Read Second Time. [22nd February.

LICENSING PLANNING (TEMPORARY PROVISIONS) BILL [H.C.].
Read Third Time. [22nd February.

MINISTRY OF FUEL AND POWER BILL [H.C.].
Read Second Time. [23rd February.

MIN. OF HEALTH PROVISIONAL ORDER (CONWAY AND COLWYN BAY JOINT WATER SUPPLY BOARD) BILL [H.C.].
Read Third Time. [22nd February.

ROAD TRANSPORT LIGHTING (CYCLES) BILL [H.L.].
Read Third Time. [22nd February.

WATER BILL [H.C.].
Read Second Time. [21st February.

QUESTIONS TO MINISTERS

PUBLIC AUTHORITIES PROTECTION ACT.

Colonel MEDLICOTT asked the Attorney-General if his attention has been drawn to the likelihood of injustices arising in the post-hostilities period, owing to the time limit under the Public Authorities Protection Act, 1893, as amended; and if he is prepared to introduce legislation to lengthen the time limit from twelve months to two years for the five years following the end of the war.

The ATTORNEY-GENERAL: I do not think that circumstances would justify the suggested legislation. The special considerations which apply to actions against public authorities were very fully considered by the House when the period of six months was extended to a year by the Limitation Act, 1939. In the case of prisoners of war and other persons detained in enemy territory extension will be granted under the Limitation (Enemies and War Prisoners) Bill which is at present before the House. [23rd February.

According to a note in *The Times*, when an expert witness at Chester Assizes recently was giving evidence about a report he made to the Ministry of Works, Birkett, J., drew his attention to the word "finalize," and said, "Where did you get it from? It is not English. It is not in the dictionary." The witness replied: "We use strange words, as is done in law." Birkett, J. "I supposed English was still good enough."

WAR LEGISLATION

STATUTORY RULES AND ORDERS, 1944–1945

No. 150. **Customs Export of Goods** (Control) (No. 2) Order, Feb. 12.

No. 148. **Prison, England.** Prison Rules, Feb. 8, amending Prison Rules dated 12th August, 1933 (*a*) for the Government of Prisons.

E.P. 151. **Railway Companies** (Accounts and Returns) Order, Feb. 8.

E.P. 149. **Road Vehicles and Drivers** Order, Feb. 8.

No. 182. **Trading with the Enemy.** Finland. General Licence, Feb. 14.

No. 154. Trading with the Enemy (Specified Persons) (Amendment) (No. 3) Order, Feb. 13.

DRAFT STATUTORY RULES AND ORDERS, 1945

Parliamentary Elections. The Electoral Registration Regulations, Feb. 16.

[Any of the above may be obtained from the Publishing Department, S.L.S.S., Ltd., 88/90, Chancery Lane, London, W.C.2]

NOTES AND NEWS

Honours and Appointments

Mr. FELIX E. CROWDER, M.A., LL.B. (Cantab.), has been appointed Senior Assistant Solicitor to the Manchester Corporation. He was articled to Mr. F. E. Warbreck Howell, LL.D., a former Town Clerk of Manchester, and was admitted in 1934. He is a member of the Lord Chancellor's Departmental Committee on Legal Aid for the Poor.

Notes

Mr. F. H. J. Dorwood has announced his resignation from the post of Town Clerk of Southend, which he has held for thirty-six years.

At a meeting of directors of the Legal & General Assurance Society, Ltd., held recently, The Hon. W. B. L. Barrington was elected chairman of the Society in succession to the late Sir Ernest Bird. The Hon. John Mulholland, M.C., was elected vice-chairman at the same meeting.

The Board of Trade announce that all policies for fixed sums under the Commodity Insurance Scheme which are in force on 2nd March, 1945 (whether policies extended without payment from 2nd December, 1944, or new policies), will be extended until 2nd June, 1945, without further payment of premium or the necessity for further action. Holders of adjustable policies will be required to continue weekly declarations and to pay premium on any excess of the average cover during the three months of extension over the average cover in the three months ending 2nd December, 1944, or, in the case of policies effected during the period ending 2nd March, 1945, on any excess over the average cover in that period. For new or additional insurance under the Commodity Insurance Scheme, the rate of premium will continue to be 2s. 6d. per cent. for the three months 3rd March to 2nd June, 1945, with a minimum of 5s.

THE LAW SOCIETY.

Mr. Arthur C. Morgan, President of The Law Society, gave a luncheon party recently to meet American lawyers at present in this country. The guests were: Mr. Ray Hare (First Secretary, American Embassy), Colonel Edward J. Kotrich, Lieutenant-Colonel John E. Blackstone, Lieutenant-Colonel William L. Hays, and Lieutenant-Colonel Van Benschoten (members of the Judge Advocate-General's Department). There were also present the President of the Probate, Divorce and Admiralty Division, the Attorney-General, Lord Hemingford, Sir Randle Holme, Mr. H. Nevil Smart, and Mr. Thomas G. Lund.

Wills and Bequests

Mr. E. Peace, solicitor, of Liverpool, left £33,575, with net personalty £20,880.

Mr. W. F. Vernon, solicitor, of Oldbury, left £59,038, with net personalty £42,713.

Mr. E. H. Wainwright, solicitor, of Roydon, left £65,098, with net personalty £59,067.

STOCK EXCHANGE PRICES OF CERTAIN TRUSTEE SECURITIES

Bank Rate (26th October, 1939) 2%

	Div. Months	Middle Price 26th Feb. 1945	Flat Interest Yield	‡ Approximate Yield with redemption
English Government Securities			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	111	3 12 1	2 18 1
Consols 2½%	JAJO	83	3 0 3	—
War Loan 3% 1955–59	AO	103¼	2 18 1	2 12 6
War Loan 3½% 1952 or after	JD	105	3 6 8	2 15 0
Funding 4% Loan 1960–90	MN	115	3 9 7	2 15 4
Funding 3% Loan 1959–69	AO	101⅜	2 18 11	2 16 10
Funding 2¾% Loan 1952–57	JD	101½	2 14 2	2 10 3
Funding 2½% Loan 1956–61	AO	99	2 10 6	2 11 6
Victory 4% Loan Av. life 18 years	MS	113¼	3 10 8	3 0 8
Conversion 3½% Loan 1961 or after	AO	105⅜xd	3 6 2	3 0 9
Conversion 3% Loan 1948–53	MS	103	2 18 3	1 18 2
National Defence Loan 3% 1954–58	JJ	102⅜	2 18 4	2 13 1
National War Bonds 2½% 1952–54	MS	100¾	2 9 7	2 7 10
Savings Bonds 3% 1955–65	FA	101¼	2 19 3	2 17 1
Savings Bonds 3% 1960–70	MS	100¼	2 19 10	2 19 5
Local Loans 3% Stock	JAJO	95¾	3 2 8	—
Bank Stock	AO	387½	3 1 11	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
Guaranteed 2¾% Stock (Irish Land Act 1903)	JJ	92½	2 19 6	—
Redemption 3% 1986–96	AO	99⅛xd	3 0 4	3 0 10
Sudan 4½% 1939–73 Av. life 16 years	FA	114½	3 18 7	3 6 3
Sudan 4% 1974 Red. in part after 1950	MN	112	3 11 5	1 12 7
Tanganyika 4% Guaranteed 1951–71	FA	106½	3 15 1	2 16 2
Lon. Elec. T.F. Corp. 2¼% 1950–55	FA	98½	2 10 9	2 13 2
Colonial Securities				
*Australia (Commonw'h) 4% 1955–70	JJ	107	3 14 9	3 3 5
Australia (Commonw'h) 3½% 1964–74	JJ	100	3 5 0	3 5 0
Australia (Commonw'h) 3% 1955–58	AO	100	3 0 0	3 0 0
†Nigeria 4% 1963	AO	114	3 10 2	3 0 6
*Queensland 3½% 1950–70	JJ	101	3 9 4	3 5 6
Southern Rhodesia 3½% 1961–66	JJ	104	3 7 4	3 3 6
Trinidad 3% 1965–70	AO	100	3 0 0	3 0 0
Corporation Stocks				
*Birmingham 3% 1947 or after	JJ	94½	3 3 6	—
*Croydon 3% 1940-60	AO	101	2 19 5	—
*Leeds 3¼% 1958–62	JJ	102	3 3 9	3 1 5
*Liverpool 3% 1954–64	MN	100	3 0 0	3 0 0
Liverpool 3½% Red'mable by agreement with holders or by purchase	JAJO	106	3 6 0	—
London County 3% Con. Stock after 1920 at option of Corporation	MSJD	95½	3 2 10	—
*London County 3½% 1954–59	FA	106	3 6 0	2 15 5
Manchester 3% 1941 or after	FA	94	3 3 10	—
*Manchester 3% 1958–63	AO	101	2 19 5	2 18 2
Met. Water Board 3% "A" 1963–2003	AO	98	3 1 3	3 1 5
Do. do. 3% "B" 1934–2003	MS	98½	3 0 11	3 1 2
Do. do. 3% "E" 1953–73	JJ	99½	3 0 4	3 0 6
Middlesex C.C. 3% 1961–66	MS	101	2 19 5	2 18 5
*Newcastle 3% Consolidated 1957	MS	101	2 19 5	2 18 0
Nottingham 3% Irredeemable	MN	94½	3 3 6	—
Sheffield Corporation 3½% 1968	JJ	107	3 5 5	3 1 6
English Railway Debenture and Preference Stocks				
Gt. Western Rly. 4% Debenture	JJ	116½	3 8 8	—
Gt. Western Rly. 4½% Debenture	JJ	122½	3 13 6	—
Gt. Western Rly. 5% Debenture	JJ	136½	3 13 3	—
Gt. Western Rly. 5% Rent Charge	FA	134½	3 14 4	—
Gt. Western Rly. 5% Cons. G'rteed.	MA	132½	3 15 6	—
Gt. Western Rly. 5% Preference	MA	119½	4 3 8	—

* Not available to Trustees over par.
† Not available to Trustees over 115.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

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